



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 808
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



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December 14, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

#34 DECEMBER 14, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL TO EXECUTE SIX HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME AGREEMENTS WITH TARZANA TREATMENT CENTERS, INC. FOR THE PERIOD OF JANUARY 1, 2011 THROUGH FEBRUARY 28, 2014 (FIFTH SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Request approval to execute six Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome agreements with Tarzana Treatment Centers Inc. to provide core medical and support services for Los Angeles County residents residing in Service Planning Area 1 and delegate authority to execute amendments to the six agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute agreements, substantially similar to Exhibit I, for six Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) agreements with Tarzana Treatment Centers Inc. (TTC) to support various HIV/AIDS core medical and support services for HIV positive residents residing in Service Planning Area (SPA) 1, effective January 1, 2011 through February 28, 2011; with provisions for three one-year automatic renewal periods through February 28, 2014, in the total amount of \$3,831,667, offset by State of California (State) Single Allocation Model (SAM) Care - Base, Ryan White Program (RWP) Part A funds, and net County cost (NCC).
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the six HIV/AIDS agreements with TTC that extend the terms of the agreements through February 28, 2015 for a proposed cumulative annual obligation of \$1,210,000 for the six agreements during the extension period, allow for the rollover of unspent funds, and/or provide an increase or decrease in

funding up to 25 percent above or below each year's base maximum obligation, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions allow DPH to execute six HIV/AIDS service agreements with TTC to provide HIV/AIDS core medical and support services to residents residing in SPA 1 (Antelope Valley). TTC was selected to provide HIV/AIDS core medical and support services as a result of a solicitation process. The HIV/AIDS core medical and support services consist of service modalities and sub-modalities including: a) oral healthcare services (dental); b) medical outpatient services including medical specialties (i.e. cardiology, gastroenterology, neurology), medical nutritional therapy (i.e. provision of nutritional plans developed by a licensed registered dietician), and therapeutic monitoring program (i.e. provision of a voucher system in which agencies use the voucher to pay public health laboratories for processing genotype and phenotype testing); c) case management services including medical case management (MCM) and non-medical case management (non-MCM); d) mental health services including psychiatry treatment and psychotherapy; e) benefits specialty services which educate persons living with HIV/AIDS (PLWHA) about public and private benefits and entitlement programs available to them and provide assistance in accessing these programs and securing benefits; and f) medical transportation services. To keep in-line with the federal RWP funding cycle, the first term of the agreements is a two-month period.

Approval to execute amendments to the TTC agreements allows DPH to extend the term, rollover unspent funds, and/or reallocate funds based on analysis of service utilization and expenditures to ensure State, NCC, and RWP funds are adequately utilized and services are effectively delivered to clients.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual contractual obligation for the six TTC agreements for the period of January 1, 2011 through February 28, 2011 is \$201,667; for the period of March 1, 2011 through February 29, 2012 is \$1,210,000; for the period of March 1, 2012 through February 29, 2013 is \$1,210,000; and for the period of March 1, 2013 through February 29, 2014 is \$1,210,000, for a total contractual obligation of \$3,831,667, offset by State SAM Care – Base, RWP Part A and NCC.

Funding is included in DPH's Fiscal Year (FY) 2010-11 Final Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As of December 2008, 487 residents in SPA 1 were diagnosed and living with HIV/AIDS. In 2008, approximately 300 PLWHA resided in SPA 1 and received care and treatment services from agencies contracted by Office of AIDS Programs and Policy (OAPP).

The major challenges PLWHA have faced in SPA 1 are a suboptimal transportation system, limited availability of services across a large geographic area, and few HIV/AIDS resources. To

comprehensively address the care service needs of SPA 1 residents, OAPP conducted a "Meet the Grantee" meeting in September 2008, collected data from a sample of clients interviewed, and confirmed the unique challenges PLWHA face when accessing care and treatment within SPA 1. The obstacles encountered included: insufficient access to existing services; poor client-centered care; an inadequate level of services (i.e. hours of medical care); a lack of a variety of services; fragmented services; poor access to specialty care; no linkage to support services; a scarcity of transportation resources; provider insensitivity to consumer diversity; and perceived "turf" issues among providers.

All clients who reported receiving multiple care services (ongoing medical care, case management, mental health) indicated that they would prefer to receive all services at one central location in the Antelope Valley which would minimize their need to plan multiple and often lengthy trips. In an effort to provide a system of care that provides multiple care services in one centralized location or in close proximity to each other to reduce barriers to accessing care, OAPP released a request for proposals (RFP) for SPA 1 services. Goals included: solicitation and selection of the best qualified Proposer to promote access to and retention in high-quality HIV care in SPA 1, with a particular focus on reducing barriers to obtaining HIV care, including transportation and service fragmentation, facilitation of timely entry into HIV care and treatment, prevention of clients dropping out of care and treatment, and facilitation of clients' adherence to medical appointments and treatment regimens.

County Counsel has approved Exhibit I as to form and Attachment A is a funding summary of the six proposed agreements.

CONTRACTING PROCESS

On June 3, 2009, DPH released a RFP seeking proposals from qualified community-based organizations within SPA 1 to provide HIV/AIDS core medical and support services.

Requests for a Solicitation Requirements Review (SRR) were due by June 16, 2009 and one SRR was received requesting a review of the minimum mandatory requirement of the geographical distance restriction. A review panel determined that the RFP did not unfairly disadvantage any potential proposer since geographical distance was not a minimum mandatory requirement, but a general requirement. County Counsel concurred that the SRR lacked merit.

On August 19, 2009, proposals to the RFP were due and DPH received three proposals.

In November 2009, recruitment for panelist was completed. The delay was due to OAPP's diligence to ensure that the selected panelist were HIV/AIDS programmatic subject matter experts, unaffiliated with SPAs 2 through 8, and would not have an advantage for the upcoming RFP for HIV/AIDS Core Medical and Medical Specialty.

By April 12, 2010, all proposals were analyzed and scored and OAPP notified the proposers of their results. TTC received the highest overall score however, OAPP requested additional information and a pre-decisional site visit which was conducted on April 15, 2010. TTC also provided the requested additional information which was found to be compliant.

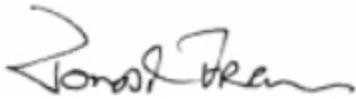
On May 5, 2010, one proposer submitted a protest which was ultimately found to have no standing by County Counsel and was satisfactorily resolved on October 18, 2010.

On October 18, 2010, TTC was notified that they were being recommended for the award since they received the highest overall score based on the RFP evaluation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will improve the ease of access to HIV/AIDS healthcare services for SPA 1 residents and provide HIV/AIDS core medical and support services to improve the quality of life for PLWHA.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:ar

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SERVICES AGREEMENT**

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Contract No. PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
_____ SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011.

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board of Supervisors to appoint a County Health Officer, who is also the Director of
County's Department of Public Health, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH
or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"); which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program"); and

WHEREAS, it is established by virtue of County's receipt of grant funds under the Ryan White Program that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is familiar with the Ryan White Program, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, funds received under the Ryan White Program will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White Ryan White Program service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS _____services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence January 1, 2011 and continue in full force and effect through February 28, 2014.

In any event, Agreement may be canceled or terminated at any time, with or without cause; upon giving of at least thirty (30) calendar days advance written notice to the other. Further, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.”

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County, which may include but not limited to all applicable changes in the laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County’s failure to exercise right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit _____, and all attachments to those exhibits, attached hereto and incorporated herein by reference.”

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of the services to be provided under the terms of this Agreement, that the County has, or may enter into agreements (i.e., contracts) with other providers of said services, when possible, using County employees. During the term of this Agreement, Contractor agrees to provide County with the services described in this Agreement.”

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of January 1, 2011 through February 28, 2011, maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (_____).

Such maximum obligation is comprised entirely of DHHS, Health Resources and Services Administration (HRSA) Ryan White Program Part A (Part A) funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of March 1, 2011 through February 29, 2012, maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (_____).

Such maximum obligation is comprised entirely of DHHS, Health Resources and Services Administration (HRSA) Ryan White Program Part A (Part A) funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period of March 1, 2012 through February 28, 2013, maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (_____).

Such maximum obligation is comprised entirely of DHHS, Health Resources and Services Administration (HRSA) Ryan White Program Part A (Part A) funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

D. During the period of March 1, 2013 through February 28, 2014, maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (_____).

Such maximum obligation is comprised entirely of DHHS, Health Resources and Services Administration (HRSA) Ryan White Program Part A (Part A) funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

The contract term shall be two (2) months and three (3) twelve (12) month periods. The Agreement has been authorized for three contract terms with a one-year optional renewal through February 28, 2015. The renewal option will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2 3 and 4, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement (*include the following language for AOM contracts only: and/or pay for performance at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof*

incurred by Contractor in performing services hereunder.) and/or modified cost reimbursement at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the _____ services actual reimbursable net cost schedule attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this

Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which

Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or

which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this

Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are

delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

M. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

N. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or

sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

(Replace the following paragraph for AOM Contract only: 7. PAY FOR

PERFORMANCE: Contractor shall provide services described in detailed under this Agreement in the Pay for Performance, Attachment A. Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in the Agreement. For full performance of services described in the Agreement, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the Schedule(s) in a manner consistent with the terms and obligations as defined and outlined in the Agreement.)

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's

authorized designee shall be the Chief Deputy Director, Public Health or his designee.

If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor.

If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times

during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

8. BUDGET REDUCTIONS: In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 – June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal

year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12, 13, and 14 of this Agreement. These

minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer

providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, ATTN: Contract Administration Division, Los Angeles, California 90005, prior to commencing services under this Agreement.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which

County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractors Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insured's: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media.

Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of

California or by any other state and for which Contractor is responsible.

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – Policy Limit:	\$1 Million
Disease – Each Employee	\$ 1Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration

or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. ASSIGNMENT AND DELIGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they

may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include: Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the

proposed subcontractor was selected, including the degree of competition involved. A detailed description of the services to be provided by the subcontractor. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof. A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective. Any other information and/or certification(s) requested by Director. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

B. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

D. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

E. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract. Director is hereby authorized to act for and on the behalf

of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

16. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 12 and Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full

and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

C. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

21. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at: _____, California _____. Contractor's primary business telephone number is (____) ____-____ and facsimile/FAX number (____) ____-____. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following (7) components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached as Attachment 2.

(a) Percent of patients reporting progress toward resolving the problems that caused them to seek or be referred to psychiatric treatment;

(b) Percent of patients with an improvement in GAF score over the course of their treatment;

(c) Percent of patients reporting a reduction in transmission risk behaviors;

(d) Percent of patients who keep their mental health appointments;

(e) Percent of patients who report satisfaction with mental health services they receive.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting;

25. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

- To County:
1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director
 2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director
 3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Division Chief

To Contractor:

First Name, Last Name
Address
City, Sate Zip code

Attention: Name and Title

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

OFFICE OF AIDS PROGRAMS AND POLICY
Contract Negotiation Year 20 - 23
1/1/2011 - 2/28/2011, 3/1/2011 - 2/29/2012, 3/1/2012 - 2/28/2013 and 3/1/13-2/28/14

Contract No.	Term Start Date	Exhibit	Service Category	Agency	1/1/2011 - 2/28/2011	Year 20	3/1/2011 - 2/29/2012	Year 21	3/1/2012 - 2/28/2013	Year 22	3/1/2013 - 2/28/2014	Year 23
					Sch #	Allocation	Sch #	Allocation	Sch #	Allocation	Sch #	Allocation
1	1/1/2011	A	Medical Outpatient Services	TARZANA TREATMENT CENTER - SPA 1	1	\$ 85,000	4	\$ 510,000	7	\$ 510,000	10	\$ 510,000
	1/1/2011	B	Medical Specialty	TARZANA TREATMENT CENTER - SPA 1	2	\$ 3,333	5	\$ 20,000	8	\$ 20,000	11	\$ 20,000
	1/1/2011	C	Medical Nutrition Therapy	TARZANA TREATMENT CENTER - SPA 1	3	\$ 5,000	6	\$ 30,000	9	\$ 30,000	12	\$ 30,000
2	1/1/2011	A	Mental Health, Psychiatry	TARZANA TREATMENT CENTER - SPA 1	1	\$ 5,000	3	\$ 30,000	5	\$ 30,000	7	\$ 30,000
	1/1/2011	B	Mental Health, Psychotherapy	TARZANA TREATMENT CENTER - SPA 1	2	\$ 11,667	4	\$ 70,000	6	\$ 70,000	8	\$ 70,000
3	Pending	A	Benefits Specialty	TARZANA TREATMENT CENTER - SPA 1	1	\$ 13,333	2	\$ 80,000	3	\$ 80,000	4	\$ 80,000
4	1/1/2011	A	Medical Case Management	TARZANA TREATMENT CENTER - SPA 1	1	\$ 16,667	3	\$ 100,000	5	\$ 100,000	7	\$ 100,000
	1/1/2011	B	Non-Medical Case Management	TARZANA TREATMENT CENTER - SPA 1	2	\$ 16,667	4	\$ 100,000	6	\$ 100,000	8	\$ 100,000
5	Pending	A	Oral Health Care	TARZANA TREATMENT CENTER - SPA 1	1	\$ 16,667	2	\$ 100,000	3	\$ 100,000	4	\$ 100,000
6	Pending	A	Transportation	TARZANA TREATMENT CENTER - SPA 1	1	\$ 28,333	2	\$ 170,000	3	\$ 170,000	4	\$ 170,000
TARZANA TREATMENT CENTER - SPA 1 TOTAL					\$ 201,667		\$ 1,210,000		\$ 1,210,000		\$ 1,210,000	